

Terms of Reference
South Kesteven District Council & Rutland County Council Joint Board on
Strategic Planning Matters of Mutual Interest
September 2023

Principles of governance Scope of the Joint Strategic Planning Board

1. The Joint Strategic Planning Board (“the Board”) has the purpose of enabling both Councils to work collaboratively to meet their current Duty to Cooperate and any future matters of strategic planning of mutual interest. Paragraph 24 of the National Planning Policy Framework states:

‘Local planning authorities and county councils (in two-tier areas) are under a duty to cooperate with each other, and with other prescribed bodies, on strategic matters that cross administrative boundaries.’

2. South Kesteven District Council and Rutland County Council (each an “authority”) agree to the following principles of governance when carrying out joint planning. The Board should:

- (a) provide strategic oversight and direction;
- (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- (c) align decision-making authority with the criticality of the decisions required;
- (d) be aligned with the overall scope and each stage of the joint planning process (and may therefore require changes over time);
- (e) leverage existing organisational, group and individual joint working arrangements;
- (f) provide coherent, timely and efficient decision-making; and
- (g) correspond with the key features of the governance arrangements.

Joint Strategic Planning Board

3 Items for consideration by the Board will be agreed by both parties and added to the agenda of the subsequent Board meeting, with the identification of a lead officer. The Board will meet at least once a quarter.

4 Each authority will provide a senior officer as part of its resource commitment to act as the lead point of contact and involvement.

5 The Board will consist of the following attendees:

- Rutland County Council:
 - Leader of the Council

- The Portfolio Holder for Planning and Property
- Strategic Director or Deputy Director for Place (or equivalents) or their representatives
- Head of Sustainable Economy and Place (or equivalents)
- Planning Policy Manager or Principal Planning Policy Officer (or equivalent/s)
- South Kesteven District Council:
 - Leader of the Council
 - The Cabinet member
 - Director of Growth and Culture
 - Assistant Director of Planning (or equivalent/s)
 - Planning Policy Manager (or equivalent/s)

6. The Corporate Board will meet on a quarterly basis.

Project Management

7. Any projects overseen by the Board should be approved by the Board within a reasonable time frame from the date of the signing and publication of a Position Statement (“PS”). It will be a ‘live’ document, to be updated as appropriate from time to time as the joint planning work progresses.

The Project Plan will identify:

- (a) key delivery milestones relating to project objectives against an agreed timeframe;
- (b) expectations of project teams and/or employees (other than those identified in this PS);
- (c) any secondment arrangements between signatory authorities, if appropriate; and
- (d) practical working arrangements, for example which staff will require access to the premises of the other authority.

8. The position of Lead Project Manager will be determined by the Board. The Board will meet regularly and will from time to time include representatives of any other organisations with related interest in the joint planning process, which might, for example, include relevant statutory or non-statutory consultees as set out in the Planning Policy Guidance (PPG).¹

¹ List of statutory and non-statutory consultees for planning applications available at <https://www.gov.uk/guidance/consultation-and-pre-decision-matters#Statutory-consultees-on-applications>

Principles of co-operation

9. The authorities further agree to adopt the following principles of co-operation when carrying out joint planning:

- a) collaborate and co-operate. Establish and adhere to the governance structure set out in these the terms of reference to ensure that activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the joint planning process;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU or relevant procurement rules, data protection and Freedom of Information legislation.;
- (g) act in a timely manner. Recognise the time-critical nature of the joint planning process and respond accordingly to requests for support;
- (h) work with stakeholders effectively;
- (i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil responsibilities; and
- (j) act in good faith to support achievement of the key objectives set out in - the 'Roles, responsibilities and powers' section below and compliance with these principles of co-operation.

Roles, responsibilities and powers

10. The Board is established for the purposes of joint planning exercises. Such a structure will retain democratic accountability for the work as well as having the technical input from Officers. This will be supported by appropriate day to day working between officers across the two local authorities, with further engagement with officers from Lincolnshire County Council where appropriate. This will entail:

- a) preparing, integrating and publishing appropriate evidence base, technical and policy documents;
- b) managing all communication, consultation and engagement processes;
- c) carrying out any other tasks required by the Board;
- d) updating the Position Statement as appropriate over the period of joint planning; and

e) reporting progress against the Project Plan milestones on a regular basis to the Project Board.

11. The authorities will continue to work together on strategic issues other than the joint planning process in accordance with the Duty to Co-Operate and will establish the appropriate arrangements to do so without prejudice.

External reporting and publication

12. External reporting and publication will take place as follows:

- a) Minutes, attendees and actions will be recorded for each Project Board meeting. Any additional reporting requirement will be at the discretion of the Project Board. Minutes, attendees and actions will be made publicly available on the Authority websites
- b) Draft technical and/or evidence outputs² will be considered and endorsed by the Project Board. Once endorsed by the Project Board, outputs will then be circulated to the authorities' cabinets before publication.
- c) Draft policy outputs³ will be considered and endorsed by the Project Board. Once endorsed by the Project Board, outputs will then be approved by the authorities' Cabinets before publication, as appropriate.
- d) The Board will liaise with Town and Parish Councils, as appropriate, to act as a liaison between the Board and the local residents.

Communication

13. Both authorities will commit to issuing joint correspondence, joint press releases and attending joint press conferences, where appropriate, to ensure communities are updated. Both authorities will provide information about the proposals on their websites.

14. A communication strategy for each project will be put in place to ensure that both RCC and SKDC carry out the same level of consultation.

Escalation

15. If any of the authorities have any issues, concerns or complaints about any project undertaken under this ToR, or any matter, that authority shall notify the other authority and the authorities should then seek to resolve the issue by a structured communication. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Board, which should decide on the appropriate course of action to take.

² These may comprise either technical and/or evidence outputs specific to the area being jointly planned, or relevant chapters/sections of technical and/or evidence outputs supporting the whole of the emerging South Kesteven and/or Rutland Local Plan(s).

³ These may comprise either policy outputs specific to the area being jointly planned, or relevant chapters/sections of Development Plan Documents and/or other policy documents.

16. If any authority receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000 (FOIA) and/or the Environmental Information Regulations 2004 (EIR)) in relation to the joint planning process, the matter shall be referred as soon as is reasonably practicable to the Board (or its nominated representatives). It shall be for the authority concerned to determine how to respond to any such inquiry, complaint, claim or action, however, to the extent that it is possible such response will not adversely affect the joint planning process:-

17. The parties acknowledge that an authority may be required under the FOIA and/or the EIR to disclose information without consulting or obtaining consent from the Project Board. Each authority shall take reasonable steps to notify the Project Board of a request for information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so, but each authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIR.

Intellectual property

18. The authorities intend that [notwithstanding any working arrangements such as, but not limited to, secondment(s)] any intellectual property rights created in the course of the joint planning process shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of two or more authorities such rights shall vest, in the authority that has been agreed as lead authority for the part of the project to which the intellectual property right relates).

19. Where any intellectual property right vests in either authority in accordance with paragraph 17 above, that authority shall grant an irrevocable licence to the other authority to use that intellectual property for the purposes of the project in question.

Term and Termination

20. These Terms of Reference will commence on the date of signature by both authorities, and shall expire on the adoption of both authority Local Plans, or supplementary planning work relating to the Local Plans.

21. The Position Statement will be reviewed at the end of the first 6 months in order to inform any changes necessary for further joint working.

22. Either authority may cease to commit to the Joint Strategic Planning Board thereby giving at least three months' notice in writing to the other authorities.

Governing Law and Jurisdiction

23. The Joint Strategic Planning Board shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in paragraphs. Both authorities agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Signatories

Signed for and on behalf of Authority One: Rutland County Council

Name:

Position:

Signature:

Signed for and on behalf of Authority Two: South Kesteven District Council

Name:

Position:

Signature:

CONTACT POINTS:

RUTLAND

Name:

Position:

Office address:

Tel No:

E-mail Address:

SOUTH KESTEVEN

Name:

Position:

Office address:

Tel No:

E-mail Address: